

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING C9	PAGE OF PAGES 1 64	
2. CONTRACT (Proc. Inst. Ident.) NO. W91CRB-11-C-0053		3. EFFECTIVE DATE 20 Dec 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W25P020124/KD16		
5. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91CRB	6. ADMINISTERED BY (If other than Item 5) See Item 5			CODE
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) DYNCORP INTERNATIONAL LLC 3190 FAIRVIEW PARK DR STE 700 FALLS CHURCH VA 22042-4544			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
9. DISCOUNT FOR PROMPT PAYMENT			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: Block 12			
CODE 4KEZ7		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH - HQ0338 SOUTH ENTITLEMENT OPERATIONS PO BOX 182264 COLUMBUS OH 43218-2264		
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH - HQ0338 SOUTH ENTITLEMENT OPERATIONS PO BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0338
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT					\$718,091,474.00	
16. TABLE OF CONTENTS						
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)	
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES			
X A	SOLICITATION/ CONTRACT FORM	1	X I	CONTRACT CLAUSES	52 - 63	
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	8 - 27	X J	LIST OF ATTACHMENTS	64	
	D PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X E	INSPECTION AND ACCEPTANCE	28	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X F	DELIVERIES OR PERFORMANCE	29		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	30 - 33	M	EVALUATION FACTORS FOR AWARD		
X H	SPECIAL CONTRACT REQUIREMENTS	34 - 51				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE						
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W91CRB-10-R-0059-0006 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME OF CONTRACTING OFFICER SUSAN A. GREIDER / CONTRACTING OFFICER TEL: 410-278-0872 EMAIL: Susan.Greider@us.army.mil			
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY <i>Susan A. Greider</i> (Signature of Contracting Officer)		20C. DATE SIGNED 20-Dec-2010	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Transition-In Costs</p> <p>CPFF</p> <p>NOT TO EXCEED 120 DAYS after award or, if performance after award becomes subject to a stay, 120 days after that stay is lifted. This CLIN is to support ALL costs (Labor, Travel, ODCs, etc.) associated with transitioning to full performance under CLINs 0002 - 0006.</p> <p>FOB: Destination</p>		Dollars, U.S.		(b) (4)
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AA				
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Program Management</p> <p>CPFF</p> <p>Base Period: 24 months. The base performance period shall begin 120 days after award (upon completion of the Phase-In period) or, if performance after award becomes subject to a stay, 120 days after that stay is lifted. See Section C, paragraph C.2.1.</p> <p>FOB: Destination</p>		Dollars, U.S.		(b) (4)
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AA				
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Mentoring & Training Services CPFF		Dollars, U.S.		(b) (4)
	Base Period: 24 months. The base performance period shall begin 120 days after award (upon completion of the Phase-In period) or, if performance after award becomes subject to a stay, 120 days after that stay is lifted. Refer to the Statement of Work at Attachment Number 1.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W25P020124KD16				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AA				
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Logistics Support Services CPFF		Dollars, U.S.		(b) (4)
	Base Period: 24 months. The base performance period shall begin 120 days after award (upon completion of the Phase-In period) or, if performance after award becomes subject to a stay, 120 days after that stay is lifted. Refer to the Statement of Work at Attachment Number 2.				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AA				
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Other Direct Costs COST ODCs in support of CLINs 0002 - 0004. The base performance period shall begin 120 days after award (upon completion of the Phase-In period) or, if performance after award becomes subject to a stay, 120 days after that stay is lifted. Refer to the Statements of Work in Section C.5.3 and at Attachment Numbers 1&2. FOB: Destination		Dollars, U.S.		(b) (4)
				ESTIMATED COST	
	ACRN AA CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	CMRA Reporting Requirements COST Base Period: 24 months. The base performance period shall begin 120 days after award (upon completion of the Phase-In period) or, if performance after award becomes subject to a stay, 120 days after that stay is lifted. See Section C ACCOUNTING FOR CONTRACT SERVICES. FOB: Destination		Dollars, U.S.		\$0.00
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101			Dollars, U.S.		(b) (4)
OPTION	Transition-Out CPFF				
	NOT TO EXCEED 120 DAYS. This CLIN shall support ALL costs (Labor, Travel, ODCs) associated with transitioning from full performance to contract closeout.				
	FOB: Destination				
			ESTIMATED COST		
			FIXED FEE		
			TOTAL EST COST + FEE		

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102			Dollars, U.S.		(b) (4)
OPTION	Program Management CPFF				
	Option Period: 12 months. See Section C, paragraph C.2.1.				
	FOB: Destination				
			ESTIMATED COST		
			FIXED FEE		
			TOTAL EST COST + FEE		

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103			Dollars, U.S.		(b) (4)
OPTION	Mentoring & Training Services CPFF Option Period: 12 months. Refer to the Statement of Work at Attachment Number 1. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104			Dollars, U.S.		(b) (4)
OPTION	Logistics Support Services CPFF Option: 12 months. Refer to the Statement of Work at Attachment Number 2. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105			Dollars, U.S.		(b) (4)
OPTION	Other Direct Costs COST ODCs in support of CLINs 0102 - 0104. Refer to the Statement of Work at C.5.3. FOB: Destination				
				ESTIMATED COST	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106			Dollars, U.S.		\$0.00
OPTION	CMRA Reporting Requirements COST Option: 12 months. See Section C ACCOUNTING FOR CONTRACT SERVICES. FOB: Destination				
				ESTIMATED COST	\$0.00

Section C - Descriptions and Specifications

STATEMENT OF WORK

STATEMENT OF WORK

NATO Training Mission – Afghanistan/Combined Security Transition Command – Afghanistan
(NTM-A/CSTC-A)

Afghanistan Ministry of Interior (MoI) and Afghan National Police (ANP)
Mentoring/Training & Logistics Support Requirement

12 October 2010

ACRONYMS & ABBREVIATIONS

ABP	Afghan Border Police
ADAB	ANSF Development Advisory Bureau, military operational branch of the IJC
ANCOP	Afghan National Civil Order Police
ANP	Afghan National Police
APPF	Afghan Public Program Force
AR	Army Regulation
AUP	Afghan Uniformed Police
BMTF	Border Management Task Force
CAGOP	Contractor Acquired-Government Owned Property
CCTV	Closed-Circuit Television
CENTCOM	U.S. CENTral COMmand
CLIN	Contract Line Item Number
CJTF-101	Combined Joint Task Force 101st (Airborne)
CJTF-82	Combined Joint Task Force 82nd (Airborne)
COMPUSEC	COMPUter SECurity
CONUS	CONTinental United States
COR	Contracting Officer Representative
CRC	CONUS Replacement Center
CSTC-A	Combined Security Transition Command-Afghanistan
CTC	Central Training Center
DA	Department of the Army, form designator
DD	Department of Defense, form designation
DFAC	Dining FACility
DoD	U.S. Department of Defense
DoDI	Department of Defense Instruction
DoS	U.S. Department of State
DPM	Deputy Program Manager
ECP	Entry Control Point
EOD	Explosive Ordinance Disposal
EUPOL	European Police
EXPAT	Expatriate
FAV	Fully-Armored Vehicle
FDD	Focused District Development
FM	Field Manual, Army
FOB	Forward Operating Base
FRU	Family Response Unit
GFE/P	Government Furnished Equipment/Property
HCN	Host Country National
HUMINT	Human Intelligence
HVAC	Heating, Ventilation, Air Conditioning
IAW	In Accordance With
IED	Improvised Explosive Device
IJC	International Joint Command, branch of ISAF
INL	International Narcotics and Law Enforcement; Division of the Department of State
ISAF	International Security Assistance Forces
JTF	Joint Task Force
KO	Contracting Officer – also known as KO in Military circles as to not to confuse Commanding Officer (CO) with Contracting Officer
LoA	Letter of Authority

LOAC	Law of Armed Conflict
MOA	Memorandum Of Agreement
MoI	Ministry of Interior
MOU	Memorandum Of Understanding
NAV	Non-Armored Vehicle
NDAA	National Defense Authorization Act
NEPM	Non-Expendable Property Management
NGO	Non-Governmental Organizations
NTP	Notice to Proceed
OCONUS	Overseas CONTinental United States
O&M	Operation and Maintenance
OPSEC	Operational Security
PM	Program Manager
PMO	Program Management Office
PMT	Police Mentor Teams
PO	Program Officer
PoA	Plan of Action
PoI	Program of Instruction
POL	Petroleum, Oil and Lubricants
PSC	Private Security Company
PSD	Protective Security Detail
PT	Physical Training
QRF	Quick Reaction Force
RCID	Records & Criminal Identification Unit
RoE	Rules of Engagement
RTC	Regional Training Center
RUF	Rules of Force
SIGINT	Signal Intelligence
SIGSEC	Signal Security
SOP	Standard Operating Procedure
SOW	Statement of Work
SPOT	Synchronized Pre-deployment & Operational Tracker (DoD provided, web-based database)
SAT	Security Assessment Team
Tashkil	Afghan term for manning authorization
TCN	Third Country National
TIP	Trafficking In Persons
UNAMA	United Nations Assistance Mission in Afghanistan
USACE	U.S. Army Corps of Engineers
USAID	United States Agency for International Development – Agency providing non-Military US economic and humanitarian assistance
VBIED	Vehicle-borne IED
WWTP	Waste Water Treatment Plant

C.1. SCOPE

The purpose of the NATO Training Mission – Afghanistan/Combined Security Transition Command – Afghanistan (NTM-A/CSTC-A) Afghanistan Ministry of Interior (MoI) and Afghan National Police (ANP) Mentoring/Training & Logistics Support Requirement is to assist the Government of the Islamic Republic of Afghanistan (Afghanistan) to build, develop, and sustain an effective and professional law enforcement organization. This will be executed through contracted mentorship and training aimed at enhancing public security, MoI/ANP morale, and public perception of the ANP. Specifically, the contractor shall deliver classroom instruction, deliver “on the job” mentoring (post-classroom), and provide comprehensive logistics/life support at various facilities throughout the country. The goal of this program is to train & mentor the Afghans to manage all aspects of its police training within two years of contract award.

C.2. GENERAL REQUIREMENTS

This Statement of Work (SOW) describes the general requirements of the contract. The detailed SOWs for Mentoring & Training and Logistics/Life Support can be found at Attachments 1 and 2, respectively.

C.2.1. Program Management

The contractor shall provide a Program Management structure that provides the integration required, at the quality level prescribed, for a project of this magnitude. As a minimum, the contractor shall have a Program Manager, Deputy Program Manager, Security Manager, Logistics Manager, and Food Services Manager.

C.2.1.1. CONUS

The Contractor shall provide support for Contract activities, including recruitment, personnel security, logistics support, financial, accounting, and related activities. The Contractor shall interface directly with the COR and the KO to ensure effective Contract management.

C.2.1.2. OCONUS

The Contractor shall provide a Program Manager (PM) and Deputy Program Manager (DPM) in Afghanistan. The PM shall be the primary point of coordination for activities in Afghanistan.

The Contractor DPM shall interface directly with CSTC-A CORs to ensure effective Contract management. The Contractor shall establish, operate, and maintain one or more local site(s) support offices in Afghanistan to provide or coordinate the provision of 24/7 administrative, management, logistical, and other support to Contract personnel.

The office shall include personnel with the authority to authorize work, respond to the technical direction of the KO and COR and take immediate action in the event of an emergency. The Contractor shall present its rationale for the location and

function of each established support office. The Contractor DPM and/or support office manager(s) or suitable designated alternative shall be available at all times to meet with or be called upon by CSTC-A representatives, who may perform site visits to review any aspect of program performance.

C.2.2. Quality

The Contractor shall develop and implement effective quality control and continuous improvement processes to meet or exceed the performance standards established in this SOW, its attachments, and any references. The contractor's quality control plan shall be implemented prior to the conclusion of the transition-in period.

C.2.3. Standards

The Contractor shall abide by current Army Health and Safety Environmental Standards enforced by DoD. Standards shall include those specifically listed in each individual sub-task as well as current OSHA, EPA, and Overseas Environmental Baseline Guidance Document standards.

The Contractor shall be in full compliance with the following rules and regulations¹:

- a. Army Corps of Engineers, Safety and Health Requirements Manual (EM 385-1-1), dated 03 Nov 03
- b. Army Regulation (AR) 385-40, Accident Reporting and Records
- c. AR 190-14 Carrying of Firearms and Use of Force for Law Enforcement and Security Duties
- d. AR 190-56, The Army Civilian Police and Security Guard Program
- e. Army Field Manual (FM) 3-100.21 Contractors on the Battlefield
- f. DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members
- g. DoDI 2000.14, DoD Combating Terrorism Program Procedures
- h. DoDI 6055.4, DoD Traffic Safety Program
- i. DoDI: 3020.41, Contractor Personnel Authorized to Accompany the US Armed Forces
- j. FM 3-19.12, Protective Services
- k. FM 5-19 Composite Risk Management
- l. Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949
- m. Joint Travel Regulations
- n. Military Extraterritorial Jurisdiction Act" (MEJA) (18 USC 3261-3267)
- o. Responsibilities and Conditions for Authorization to Carry Weapons under DoD Contract and Authorization from United States Central Command (US CENTCOM)
- p. Training Circular (TC) 19-138, Civilian Law Enforcement and Security Officer Training

¹ Many of the referenced documents can be found at: <http://www.apd.army.mil/>

- q. Contractor shall adhere to, follow, or implement “UN Peacekeeping Operations - Principles and Guidelines” (often referred to as International Police Standards)
- r. Drug testing LAW AR 600-84
- s. USCENTCOM Regulation 415-1, “The Sand Book”

C.2.4. Meetings, Briefings, and Publications

The Contractor shall participate in technical interchange meetings, to be scheduled upon request of the responsible KO or COR, to discuss and to informally evaluate the Contractor’s performance. During the meetings, the Contractor shall present necessary data to enable a joint review of its various assigned tasks, attendant schedules, and resource expenditures. The Contractor shall be present for and participate in technical discussions and shall inform, in a timely fashion, the COR of any problems with contract execution and its proposed solutions. The Contractor shall attend and participate in other meetings, as scheduled by the responsible KO or COR.

C.2.5. Afghan First

The contractor shall provide products and services from Afghanistan when/where feasible and to the maximum extent practicable.

The Contractor shall hire Host Nation (HN) personnel and Subcontractors to the maximum extent possible in performance of this contract when such recruitment practices meet legal requirements.

C.2.6. Pre-deployment Training

In addition to the applicable CONUS Replacement Center requirements, the contractor shall implement its own pre-deployment orientation and training program for US citizens and TCNs deploying (or re-deploying if out of Afghanistan more than 180 days) to Afghanistan in support of this requirement. “Orientation” is defined as a classroom-based presentation of information without practical exercises or an evaluation component. “Training” is defined as a practical, hands-on approach that evaluates skill and information retention levels.

C.2.6.1. The Contractor shall develop, maintain, and conduct a comprehensive Orientation and Training Management Plan to prepare ANP/MoI Development Program staff to accomplish required tasks and functions within the Area of Operations (AO) environmental constraints (threat, security, safety, rules of engagement).

C.2.6.2. The Contractor shall develop an orientation curriculum that is consistent with internationally-recognized principles of policing in a democracy, and concern for human rights and dignity.

C.2.6.3. The Contractor shall use only qualified personnel to perform training LAW Contract standards. This includes the completion of orientation and training

before entering into the AO. The Contractor shall breakdown the Orientation and Training into blocks with testing given at the end of each block of instruction.

C.2.6.4. Each session of orientation and training shall consist of no more than 14 days (inclusive of final in-person screening, orientation and training, and preparation) and is subject to approval by the COR. Orientation and training shall be Afghanistan mission-specific and taught by qualified instructors with practical experience in Afghanistan or in-depth knowledge of the Middle East/Southwest Asia region

C.2.6.5. The Contractor shall prepare, develop, maintain, and conduct specialized orientation and training for designated categories personnel deploying to Afghanistan as changes evolve and become more evident. The Contractor shall be responsible to identify these elements and introduce these topics for consideration to the COR.

C.2.7. Transition

The Contractor shall develop and implement a Transition-in Plan that indicates commencement and completion of the different plan elements for the entire Transition-in period. The schedule shall be in sufficient detail to clearly show each portion of work and its planned commencement and completion date. The Contractor shall attend weekly transition meetings with the COR from the date of award until the transition is complete to discuss progress and resolve issues. The Transition shall be in three phases:

- Phase I: From the date of award, the Contractor shall have 60 days to mobilize and establish a support office or offices in Afghanistan.
- Phase II: Within 90 days of award, the contractor shall conditionally accept GFE/P from the Government and assume all tasks from the incumbent Contractor. The Contractor shall recruit, vet, mobilize, and deploy required support staff.
- Phase III: Within 120 days of award, the contractor shall have assumed full operational capability. Full operational capability is defined as:
 - MoI Ministerial Mentors have transitioned, and or coordinated with CSTC-A/IJC directorate responsible for MoI Department oversight.
 - Institutional Trainers have been certified by CSTC-A CTAG-P, are fully trained, and proficient to conduct ANP institutional training.
 - Institutional Trainers/Mentors have transitioned and are at assigned duty location prepared to conduct training and/or provide oversight.

- Fielded Mentors have coordinated with partnering U.S. military unit and or IJC and are at assigned duty location prepared to conduct training.
- Coordination - The Contractor shall coordinate with the incumbent to synchronize the orderly transfer of operations from one contractor to another. The Contractor's management staff shall communicate with a widely dispersed workforce and coordinate for external support from outside sources. The Contractor shall resolve schedule conflicts between the Contractor's Transition-in schedule and the current Contractor's Phase-out schedule, and provide a Transition Progress Report that includes schedule issues to the COR and Contracting Officer. The Contractor shall conduct routine in-progress reviews that include the COR and the incumbent to establish, track, and de-conflict interdependencies and remain on schedule.
- The Contractor shall coordinate with the COR and the U.S. Military for air movement or military convoy to and from each FOB, if required. However, it is recommended that an existing air contractor or other method be relied upon. The Contractor shall coordinate with all support staff and FOBs prior to completion of the Transition-in Plan.
- Costs are directly attributed to Transition-In.

The contractor shall, at the conclusion of the contract, implement its transition plan to support the Afghan Government or the follow-on requirement as designated by the US Government for the MoI/ANP support program. The end state of this program will be the Afghans running each facility independently to the standards set by this contract. It is anticipated that at the end of the base period the Afghans will begin assuming management responsibilities with limited oversight provided by the Contractor. At the end of the option, if required and situation permitting, the Afghans would assume full responsibility for all training facilities with the possible exception of Camp Falcon.

C.2.8. Surge Capabilities

The situation on the ground in Afghanistan is constantly changing, and ANP force structure growth requirements may fluctuate to meet the current requirements. The Contractor shall respond to changes in requirements which fall within the scope of this SOW. Specifically, provide support to additional facilities and expansion at existing facilities, as necessary, to support ANP force requirements generated by the dynamic COIN environment.

C.2.9. Approval of Subcontractors

Any subcontractor to perform on this contract that is to be added following contract award requires KO approval. Further, any entity providing security services under this

contract shall be on the GIRoA MoI-approved list and in full compliance with the laws of Afghanistan and the requirements of this contract.

C.2.10. Contract Data Requirements

Name*	Exhibit
Master Schedule	A
Contractor Weekly Report	B
MoI Mentoring Report	C
Monthly Progress Report	D
Afghan Instructor Progress Report	E
Contract Funds Status Report	F
Accident Report	G
Key Personnel Resumes	H
ACSA Report	I
Orientation Plan	J
Food Service Plan	K
Facility Maintenance Plan	L

*Copies are to be submitted electronically whenever possible.

For details of each Contract Data Requirement, please see pertinent exhibit.

C.3. PERSONNEL

The Contractor shall provide the necessary personnel with appropriate skills, certificates, and licensing required to perform any and all services identified. There are no nationality restrictions.

- a. Staff deploying from the U.S. The Contractor shall select fully-qualified candidates who possess the requisite technical skills, knowledge, and experience for this requirement. If the individual will be in possession of a firearm, this process shall include a one-on-one oral psychological interview, an interview by a management oral review board, a physical fitness assessment, and a medical review.
- b. Afghanistan-Based Staff or TCN. The Contractor shall select and nominate fully-qualified candidates who demonstrate an aptitude for providing service in the challenging Afghanistan environment. The Contractor shall establish a selection and assessment process that gauges technical skills, knowledge, experience, and readiness for participation in the Afghanistan mission. Selection shall be based on qualification standards established by the Contractor. The Contractor shall review this selection process and make needed process improvements. The Contractor shall propose a selection process for TCNs and LNs that emulates U.S.-based staff. The Contractor shall be fully aware of insurgency and infiltration and take appropriate steps to prevent internal sabotage or harm to the mission.

- c. The Contractor is responsible for ensuring all personnel supporting this requirement comply with the standards of conduct and all applicable contract terms & conditions. The Contractor shall provide the necessary supervision for personnel required to perform this contract.

C.3.1. Program Manager

The minimum qualifications of the Program Manager are as follows:

- Bachelor's degree in related discipline and a background in the management of projects or organizations of similar size and scope
- Knowledge of operational methods of U.S. civilian law enforcement and U.S. military
- Eight years' experience in a related Government or business field
- Knowledge of operational methods of U.S. civilian police and/or U.S. military
- Excellent communications and interpersonal skills
- Knowledge of various computer programs required (i.e. Excel, Word, and Outlook)

Desired:

- 5 years of law enforcement experience

C.3.2. Deputy Program Manager

The minimum qualifications of the Deputy Program Manager are as follows:

- Bachelor's degree in related discipline and a background in the management of projects or organizations of similar size and scope
- Eight years' experience in a related Government or business field
- Knowledge of operational methods of U.S. civilian police and U.S. Military
- Excellent communications and interpersonal skills
- Knowledge of various computer programs required (i.e. Excel, Word, and Outlook)

C.3.3. Security Manager

Minimum qualifications:

- Bachelor's degree in an associated discipline
- Former Public Safety/Police, Military or International Security Operations experience no less than a combined total of 10 years
- Must possess at least three years experience in managing/supervising security guard operations overseas and in a hostile environment
- Able to accurately and concisely write reports of serious incidents and communicate in writing other documents such as Site Security Analyses and Risk Assessments
- Able to develop, amend and describe to others Standard Operating Procedures appropriate for the threat level and force protection level
- Able to communicate verbally with others in a concise and understandable way
- Demonstrates a strong ability to read and understand intelligence reports

- Demonstrates the experience and interpersonal skills to direct multiple and diverse security teams and operators
- Demonstrates the skills to instill confidence and commitment during stressful situations
- Demonstrates the skills, training and experience necessary to serve as the Security Subject Matter Expert
- Demonstrates the communication skills necessary to brief an audience on issues related to security

C.3.4. Logistics Manager:

Minimum qualifications:

- Bachelor's degree in a technical or managerial field
- Experience on projects of similar size and scope in the last five years is also required. Regional experience as well as experience managing subcontractors in a threat environment is also desirable
- Three years logistics contingency support experience is required
- Three years of life cycle logistics experience
- Familiarity with U.S. Government supply chain management standards is required

C.3.5. Food Services Manager

Minimum qualifications:

- Bachelor's degree in a food service discipline.
- Six years experience at a large scale dining facility such as the military or schools environments
- Three years experience in nutrition and meal planning
- Experience managing food services at multiple locations
- Experience with contingency planning

C.3.6. Mentors & Trainers

The minimum qualifications for Mentors & Trainers are identified in Attachment 1.

C.3.7. Life Support & Logistics

The minimum qualifications for service providers under life support & logistics are identified in Attachment 2.

C.3.8. Linguists

The Contractor shall be responsible for providing any linguist support for mentoring, training, and life support operations. Linguists shall be screened IAW the contractor's U.S. Government accepted plan. All translators/linguists shall be capable of interpreting oral conversations in both the local Afghan dialect and the language of the mentor/trainer/service provider.

C.4. PERSONNEL CONDUCT

C.4.1. Ethics

The Contractor shall document and hold accountable all employees and subcontractors to a comprehensive ethical code of conduct. The overall goal is to ensure that the team members supporting this effort continuously cast the project in a professional and moral light that will hold up to the level of media scrutiny this project is likely to undergo.

The Contractor shall also ensure that employees conduct themselves in accordance with applicable US and Afghan laws and regulations. Contractor personnel are expected to be courteous, professional, and respectful at all times. The U.S. Government reserves the right to direct the removal of any Contractor employee at any time for any reason.

The Contractor shall take every action possible to ensure that its employees do not engage in activities that may embarrass or cause harm to the U.S. Government, the Department of Defense, CSTC-A, or the Government of the Islamic Republic of Afghanistan. Accordingly, Contractors shall be well-versed in policies related to ethics, behavior, receiving gratuities, or giving inappropriate gifts that may give the perception of improper behavior. If there are any questions related to ethics, staff shall be directed to the COR for interpretation or guidance.

C.4.2. Firearms

Security personnel, Institutional Trainers, and Fielded Mentors are authorized to possess firearms in accordance with Attachment 2, paragraph 2.1, Attachment 1 paragraph 2.5.2, and with Attachment 1, paragraph 2.5.3, respectively. However, the U.S. Government does not require Institutional Trainers and/or Fielded Mentors to carry firearms; this determination shall be made by the contractor and approved by the KO and COR. Any other individual performing on this contract shall not possess firearms of any sort. The Contractor shall ensure all employees designated to carry firearms under this Contract qualify in accordance with qualification standards given in Appendix 1 for U.S. made weapons, i.e. the M-9 Pistol and M-4 Rifle. For Non-U.S manufactured weapons, the Contractor shall submit qualification requirements for approval to the PMO and COR. Unsatisfactory employee qualification results shall be reported to the COR. Contractor personnel designated to carry firearms must receive refresher training and re-qualify with their assigned weapons at least semi-annually (every 6 months). Re-qualification shall be incorporated with the inspection of uniforms, equipment, review standards of conduct, and mission. The Contractor shall review this process and make needed process improvements with COR approval.

- a. The Contractor shall comply with ISAF and applicable Afghan law when using or operating a live firing range in Afghanistan. Questions related to firing range usage shall be addressed to the COR for scheduling routine weapons training for security personnel.
- b. The Contractor shall comply with the provisions of the Lautenberg Amendment, which prohibits any person convicted of a crime involving domestic violence from

possessing firearms. The Contractor is responsible to conduct the appropriate criminal and financial background checks to ensure all employees meet the legal requirements to carry firearms.

PERSON(S) REQUESTING ARMING SHALL HAVE A SPOT-GENERATED LETTER OF AUTHORIZATION (LOA) WITH THE "AUTHORIZED WEAPON" SERVICE SELECTED AND APPROVED BY THE CONTRACTING OFFICER. IN ADDITION, THE INDIVIDUAL'S WEAPON TYPE AND SERIAL NUMBER, IF KNOWN, SHALL BE REGISTERED IN SPOT PER DODI 3020.50; THIS REGISTRATION IS THE RESPONSIBILITY OF THE PRIME CONTRACTOR FOR ITS EMPLOYEES AND SUBCONTRACTORS. WEAPON AUTHORIZING ACTIVITIES SHOULD CHECK INDIVIDUAL RECORDS IN SPOT TO ENSURE THE CONTRACTOR'S LOA IS VALID PRIOR TO ISSUING THE WEAPONS CARD.

C.4.2.1. Law Of Armed Conflict (LOAC)/Rules for the Use of Force

The Contractor shall train all employees on LOAC and RUF and shall obtain a signed written acknowledgement from each employee authorized to bear weapons that they have been briefed on LOAC, RUF, and the differences between rules of engagement (ROE) and RUF.

- a. All armed Contractor personnel shall understand that RUF controls the use of weapons by individuals employed by contractors of the United States Government and that the Contractor may NOT use ROE at any time for use of force decisions.
- b. LOAC and RUF training shall be documented as indicated above. Additionally, the Contractor shall brief RUF to all facility security employees at the beginning of every shift and shall provide refresher LOAC training to its employees every three months. In particular, LOAC training shall include:
 - Restrictions on firing on persons who have surrendered or are out of combat due to wounds/injuries.
 - Requirements to render first aid to the best of the Contractor's ability and contact medical response units to obtain medical care for wounded, safety permitting
 - Requirements to report to the KO, COR, and CSTC-A COR all escalation of force incidents within two hours of time of incident
 - Requirements to comply with provisions of the Geneva Convention Relative to the Treatment of Prisoners of War
- c. Additionally, the Contractor shall provide a copy of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949 to all employees (in their native language) authorized to carry weapons.

- d. The Contractors shall maintain records of Signature of Acknowledgement from all employees authorized to carry a weapon. The Acknowledgement shall read (in each individual's native language):

"I understand the Rules for the Use of Force (RUF), the difference between the RUF and the Rules of Engagement (ROE), of the Law of Armed Conflict (LOAC), and that the use of a firearm creates a potential for criminal and civil liability under US/Host nation laws."

C.4.3. Intoxicants & Drugs: General Order 1

All Contractors shall be subject to U.S. laws, particularly when it comes to illegal or unauthorized substances or items. Accordingly, the Contractor shall establish and enforce an aggressive substance abuse screening program (AR 600-84, as a minimum) at all sites with random testing performed continuously and 100% testing at least once every six months. The results of all drug testing (negative and positive) must be presented to the COR in a monthly report. Any individual with a confirmed positive report shall be dismissed from both duty and Afghanistan.

General Order 1 applies to all individuals performing under this contract.

C.4.4. Prosecution & MEJA

Under the "Military Extraterritorial Jurisdiction Act" (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are subject to prosecution for certain criminal acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States special maritime and territorial jurisdiction. In the Afghan theater, MEJA may be used to prosecute individuals who are employed by the U.S. Armed Forces, by a DoD Contractor or sub-contractor at any tier, or by another federal agency or Contractor or sub-contractor of another federal agency to the extent such employment relates to supporting the mission of the DoD overseas. The law also applies to dependents of a DoD Contractor or sub-contractor employee. It does not apply to nationals or ordinary residents of host nations.

- a. This law authorizes DoD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

- b. The Contractor shall comply with all notification requirements of DoD Instruction 5525.11, and attention is drawn to sections 5.6.2 and 5.6.3 of that Instruction. The Contractor shall maintain a copy of each employee's written acknowledgement of receipt of the notification and have this available for the COR upon request.

C.4.5. Security Clearance

All work performed under this contract shall be unclassified. However, the contractor shall maintain OPSEC awareness IAW its OPSEC Plan. The Contractor shall ensure employees have the applicable background checks and security clearances, as required, at the appropriate levels IAW Department of Defense (DoD) 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), and AR 25-2, Information Assurance. If a favorable determination is not rendered, the Candidate shall not be hired under this contract.

C.5. PROPERTY

C.5.1. Government Furnished Property

The Contractor shall achieve and maintain full control and accountability of Government Furnished Property during the transition-in. The Contractor shall develop and implement, subject to approval by the COR a Property Transition Plan within 30 days of contract award.

All property currently known is provided at Attachment 15. A full physical inventory shall be conducted as part of the official turnover at each site (approximately one site per week with a U.S. Government representative present to verify the results) to verify the GFP present at each site.

sThe U.S. Government will provide the following list of material and services in support of this effort:

- Life Support for Ministerial Mentors and Fielded Mentors (Billeting and meals)
- Security for Fielded Mentors where partnered

Training equipment for the students will be provided by the US and/or Afghan Government directly to the students.

All course material modification, expansion, and revision, as well as the required changes log, shall be considered property of the U.S. and Afghan Government IAW FAR 52.245-1.

C.5.2. Contractor Acquired Government Owned Property

All software, supplies and equipment purchased under execution of this requirement shall be considered Contractor Acquired-Government Owned Property (CAGOP). This equipment shall be inventoried and presented to the U.S. Government for acceptance 120 days prior to contract close-out.

In accordance with Federal Acquisition Regulation (FAR) 52.245-1, the Contractor shall have a system to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of said clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management, except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to its property management system to the COR prior to implementation.

Property records shall enable a complete, current, and auditable record of all transactions and shall, unless otherwise approved by the COR, contain the following:

- The name, part number and description, manufacturer, model number, and National Stock Number (If needed for additional item identification tracking and/or disposition).
- Quantity received (or fabricated), issued, and balance-on-hand.
- Unit acquisition cost.
- Unique-item identifier or equivalent (If available and necessary for individual item tracking).
- Unit of measure.
- Accountable contract number or equivalent code designation.
- Location.
- Disposition.
- Posting reference and date of transaction.
- Date placed in service.

In accordance with FAR 52.245-1 and DoDI 5000.64 4.1.3.4 the Contractor shall perform the following property related tasks:

- a. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the KO or COR.
- b. The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal

reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the COR.

- c. The Contractor shall grant the U.S. Government access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.
- d. The Contractor shall include these requirements in all subcontracts under which Government property is acquired or furnished for subcontract performance.
- e. The contractor shall disclose with each invoice all items that it is requesting payment for that, upon receipt of payment, title will transfer to the U.S. Government. Further, the contractor shall update the Government Furnished Property Exhibit on a monthly basis to account for property accountability changes. All changes shall include comments identifying the reason for the change.

C.5.3. Contractor Furnished Property

The Contractor shall provide all necessary personnel, supervision, management, equipment, materials, communications, transportation, facilities, supplies, and cost estimates required to support this requirement, unless stated otherwise.

For the purpose of purchasing supplies/expendable goods and equipment/durable goods, the Contractor shall obtain written approval from the COR for those purchases exceeding the unit cost threshold of \$5,000 on or a cumulative cost of \$25,000. Service agreements over \$50,000 will require approval from the COR and KO.

REFERENCES:

1. Attachment 16, AR 600-84
2. Attachment 17, The Sand Book
3. Attachment 18, General Order 1

Appendix 1: Weapons Qualification for Civilian Police Advisors

Civilian police advisors are required to meet weapons qualifications before they are allowed to deploy to Afghanistan. The following are the qualifications advisors must meet at PAST.

Pistol

Stage	Distance (Yards)	Drill	No. of Rounds
1	3	Standing, Draw and Fire 3 rounds in strong hand only and 3 rounds in weak hand only in 8 seconds (x2)	12
2	5	Standing, Draw, and Fire 2 rounds in 3 seconds (x6)	12
3	7	Standing, Draw, and Fire 3 rounds in 4 seconds (x2)	6
4	10	Standing, Draw, and Fire 2 rounds, Reload, and fire 6 rounds in 15 seconds	8
5	15	Standing, Draw, and Fire 6 rounds in 10 seconds	6
6	25	Standing, Draw, and Fire 6 rounds in 10 seconds	6

Qualification will be conducted on IPSC target. A total of 50 rounds will be utilized.

Target Scoring: A, B, and C zone hits are scored as 10 points and D zone hits are scored as 8 points. Shots on the line will be scored as the lower value. Advisors must score a minimum of 400 points out of a possible 500 points to qualify. Each shooter has three attempts in which to qualify.

M4/Variant

Distance (Yards)	Rounds	Position	Time Limit (Seconds)
50	15	Prone	45
50	10	Kneeling/Prone (5 rounds kneeling, Reload, 5 rounds prone)	65
50	10	Kneeling	35
25	10	Standing/Kneeling (5 rounds standing, Reload, 5 rounds kneeling)	30
25	10	Standing	20
15	5	Standing	8

A total of 60 rounds will be utilized. Advisors must score a total of 240 points out of a possible 300 points to qualify.

CLAUSES INCORPORATED BY FULL TEXT

ACCOUNTING FOR CONTRACT SERVICES REQUIREMENT (Jun 2010)
RDECOM CC 001-10

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. Detailed instructions can be found on the Contractor Manpower Reporting Application (CMRA) website in the CMRA "Contractor User Guide" or "Subcontractor User Guide". The contractor must create an account upon entering the site and is required to completely fill in the required information at the CMRA website: <https://cmra.army.mil>.

The required information includes:

- (1) Unit Identification Code (UIC) of the Army Requiring Activity that would be performing the mission if not for the contractor: W6AK21.
- (2) Command of the Requiring Activity that would be performing the mission if not for the contractor: Combined Security Transition Command – Afghanistan.
- (3) Contracting Officer (KO) and contact information: Susan A. Greider, (410) 278-0872, susan.greider@us.army.mil.
- (4) Contracting Officer's Representative (COR) and contact information: (b) (6)
(b) (6)
- (5) Federal Service Code (FSC) reflecting services provided by contractor (and separate FSC for each subcontractor if different). If there are multiple FSCs for an Order number, enter a separate data record for each FSC.
- (6) Location where contractor and subcontractor(s) perform the service, including the city, state, zip code, and country. When service is performed at an overseas location, state only the city and country. If there are multiple Locations for an Order number, enter a separate data record for each Location. *(Note: If there are many location records that need to be entered, the Bulk Loader function is available which allows the transfer of information from a contractor's system to the secure web site. The Bulk Loader Template and Bulk Loader Instructions may be downloaded from the web site.)*
- (7) Contractor Type (prime or subcontractor).
- (8) Direct labor hours (including subcontractors) for each FSC.
- (9) Direct labor dollars paid this reporting period (including subcontractors) for each FSC.
- (10) Weapons system support indication: No.

If subcontractors are used in the performance of this contract, several factors must be considered. Contractor shall include, and require inclusion of, this term in all subcontracts at any tier under the contract in which services are being procured. Contractor shall also enter their data in a timely manner, as subcontractors can not input any information into the CMRA system until the Prime Contractor has entered their data. The Prime Contractor has overall responsibility for ensuring subcontractors enter their respective data. Subcontractors are only responsible for entering Location Data.

Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Origin	Government	Origin	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0105	Destination	Government	Destination	Government
0106	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement
252.246-7000	Material Inspection And Receiving Report

APR 1984
MAR 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 20-DEC-2010 TO 19-APR-2011	N/A	N/A FOB: Destination	
0002	POP 20-APR-2011 TO 19-APR-2013	N/A	N/A FOB: Destination	
0003	POP 20-APR-2011 TO 19-APR-2013	N/A	N/A FOB: Destination	
0004	POP 20-APR-2011 TO 19-APR-2013	N/A	N/A FOB: Destination	
0005	POP 20-APR-2011 TO 19-APR-2013	N/A	N/A FOB: Destination	
0006	POP 20-APR-2011 TO 19-APR-2013	N/A	N/A FOB: Destination	
0101	N/A	N/A	N/A	N/A
0102	POP 20-APR-2013 TO 19-APR-2014	N/A	N/A FOB: Destination	
0103	POP 20-APR-2013 TO 19-APR-2014	N/A	N/A FOB: Destination	
0104	POP 20-APR-2013 TO 19-APR-2014	N/A	N/A FOB: Destination	
0105	POP 20-APR-2013 TO 19-APR-2014	N/A	N/A FOB: Destination	
0106	POP 20-APR-2013 TO 19-APR-2014	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I

APR 1984

Phone Numbers: Toll Free: 1-877-2232-9293
Comm: 1-317-510-0625 or DSN: 699-0625

Important Information:

Please submit your invoice/receiving report in WAWF when you ship your items. Otherwise, when your delivery arrives, there is nothing to receive your shipment against if the information has not been entered in WAWF.

Include the Purchase Request (PR) number in the Line Item Description. This is found under the Line Item Description on this contract/order.

WAWF is the preferred method to electronically process vendor request for payment. It allows vendors to submit and track invoices and receipt/acceptance documents electronically.

WAWF Instructions:

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS):

SEE BLOCK 12

Note: Vendor, please have your purchase/contract/delivery order number(s) ready when calling about payments.

The following Codes and information will be required to assure successful flow of WAWF comments:

TYPE OF DOCUMENT *(Check the appropriate block)*

- Commercial Item Financing

- Construction Invoice *(Contractor Only)*
- Invoice *(Contractor Only)*
- Invoice and Receiving Report Combo (Supplies) - OR - Supplies and FFP Services *(check one)*
- Invoice as 2-in-1 (Services Only)
- Performance Based Payment *(Government Only)*
- Progress Payment *(Government Only)*
- Cost Voucher (All Cost Reimbursable or T&M)*(Government Only)*
- Receiving Report *(Government Only)*

[] Receiving Report With Unique Identification (UID) Data (Government Only)

UID is a new globally unique "art identifier" containing data elements used to track DoD parts Through their life cycle.

[] Summary Cost Voucher (Government Only)

Cage Code: 4KEZ7

Issue By DoDAAC: W91CRB

Admin By DoDAAC: W91CRB

Inspect By DoDAAC: W6AK21

Accept By DoDAAC: W6AK21

Accept Reviewer/Approver DoDAAC: HAA130

Ship to DoDAAC: W6AK21

Local Processing Office DoDAAC:

Payment Office Fiscal Station Code: HQ0338

Email Addresses for Points of Contact (when determined):

Inspector:	_____
Acceptor:	_____
Receiving Office:	_____
Contract Administrator:	_____
Contracting Officer:	_____
Addition POC:	_____

AMCAC 52.0242-4001, INSTRUCTIONS TO PAYING OFFICE AND AMINISTRATIVE CONTRACTING OFFICE (AUG 1999)

a. The Contracting Office representative is:

Name: (b) (6)

Organization Code:CCRD-AP-BA

Telephone Area Code and Number: (b) (6)

DSN: (b) (6)

FAX: 410.306.3954

Email: [REDACTED] (b) (6)

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information: TBD

Telephone Inquiries:

FAX:

Section H - Special Contract Requirements

CONFLICT OF INTEREST

H.1 CONFLICT OF INTEREST

The contractor acknowledges that it is familiar with FAR 9.5 and agrees that it will avoid conflicts of interest and, to the maximum possible extent, the appearance of conflict of interest, in accordance with the principles set forth in the FAR.

The contractor agrees, with respect to performance of this contract to abide by the following Conflict of Interest Provision.

Proprietary Data Exclusions

(a) If performance requires the contractor to obtain data from another firm or data from another firm via Government channels which is considered proprietary, the contractor shall agree in writing with such other firms to protect such data from unauthorized use or disclosure until it is no longer considered proprietary. One copy of such agreement shall be provided to the Contracting Officer no later than thirty days after its execution.

(b) For the purpose of this clause, proprietary data does not include data which is (i) known to the receiving party at the time of disclosure, (ii) in the public domain, or (iii) disclosed to the contractor from another source without violation of the agreement required by subparagraph (a) above.

Performance Exclusions

(a) Further to subparagraph (a), above, the contractor shall not undertake performance of any effort which requires it to supply technical support regarding such systems until the notice required by subparagraph (a) is given, and written consent to proceed is issued by the Contracting Officer.

(b) Failure of the Contractor to provide the notice required by subparagraph (a) may result in contract termination. If the contracting Officer is made aware that the contractor should have withdrawn, such withdrawal shall be final and not subject to the "Disputes" clause of this contract.
(End of Clause)

TECHNICAL DIRECTION

H.2 TECHNICAL GUIDANCE

- a. At least monthly, technical guidance or clarification concerning the details of specific tasks set forth in the contract Statement of Work shall be given through issuance of Technical Guidance Letters (TGLs) by the Contracting Officer's Representative (COR).
- b. Each TGL shall be in writing and shall include, as a minimum, the following information:
 1. Date of TGL
 2. Contract and TGL number
 3. Reference to the relevant section or task in the Statement of Work
 4. Signature of COR
- c. Each TGL issued hereunder is subject to the terms and conditions of this contract and in no event shall technical guidance constitute an assignment of new work or changes of such nature as to justify any adjustment to the fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TGL and this contract, the contract shall control.
- d. When in the opinion of the Contractor technical guidance calls for effort outside the contract Statement of Work, the Contractor shall notify the COR and Contracting Officer thereof in writing within two (2)

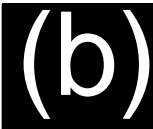

working days of having received the technical guidance in question. The Contractor shall undertake no performance to comply with the technical guidance until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

- e. Oral technical guidance may be given by the COR only in emergency circumstances, and provided that any oral technical guidance given is reduced to writing by the COR within two (2) working days of its issuance.
- f. Amendments to a TGL shall be in writing and shall include the information set forth in paragraph (b) above. A TGL may be amended orally only by the issuing COR (or his/her replacement if the issuing COR is on leave or has rotated out of the COR assignment) in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TGL by a TGL modification.

Any effort undertaken by the Contractor pursuant to oral or written technical guidance issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fee, if any.

LEVEL OF EFFORT

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be:


Transition In: 
 Base Period: 
 Transition Out:
 Option Period:

including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately  hours per week per FTE. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the

term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0228-4001, INSURANCE REQUIREMENTS (JUL 1999)

The following insurance is required as a minimum in accordance with the Federal Acquisition Regulations and the appropriate clause in Section I:

a. Legally Required Insurance: Where certain laws apply, such as State laws governing workman’s compensation and employer’s liability coverage, etc., the contractor, prior to commencement of work, shall furnish the Contracting Officer a written statement that such laws have been complied with and that compliance will continue throughout the period of contract performance. Minimum coverage of \$100,000 is required.

b. Comprehensive General Liability and Automobile Liability:

	<u>Each Person</u>	<u>Per Occurrence</u>	<u>Property Damage</u>
Comprehensive General Liability	None	\$500,000	None
Automobile Liability	\$200,000	\$500,000	\$20,000

JCC CLAUSES

JCC-I/A CLAUSE 952.222-0001

952.222-0001 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (JUL 2010)

(a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

- (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- (3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- (6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements, including requirements for visas and work permits.
- (c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.
- (d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Clause)

952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JUL 2010)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number
 Contract Description & Location
 Company Name
 Reporting party:
 Name
 Phone number
 e-mail address
 Victim:
 Name
 Gender (Male/Female)
 Age
 Nationality
 Country of permanent residence
 Incident:
 Description
 Location
 Date and time
 Other Pertinent Information

(End of Clause)

952.225-0001 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (AUG 2010)

(e) (a) **General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces – Iraq (USF-I) and United States Forces – Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, who will seek individual authorization to be armed under the provisions of this contract (requests for blanket authorization for groups or organizations will not be approved), comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, Private Security Contractors (PSCs) Operating in Contingency Operations;
- (2) DODI 3020.41, Program Management for Acquisition and Operational Contract Support in Contingency Operations;
- (3) DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States;
- (4) Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility
- (5) USFOR-A, FRAGO 09-206, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A)
- (6) USF-I OPORD 10-01, Annex C, Appendix 13
- (7) U.S. CENTCOM Message, USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel and Contractors for Iraq and Afghanistan, dated 23 Dec 2005
- (8) U.S. CENTCOM Message, Modification to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan, dated 07 Nov 2006
- (9) U.S. CENTCOM Message, Modification 3 to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority in Iraq and Afghanistan, dated 09 Jun 2009

(f) **Required Government Documentation.** An O-6 or GS-15 (or above) from the unit requesting the contractor security shall provide a description of the following to the arming approval authority via the contracting officer representative (COR) in sponsoring each individual request for arming (under paragraph (c) below:

- (1) The specific location where the PSC employee will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The requested weapon type(s), including serial number when possible;
- (5) The reason current security/police forces are unable to provide adequate protection; and
- (6) Verification, under paragraph (e) below, that background checks have been conducted and that no records were found of convictions or other acts that should be known to the arming authority.

(g) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) **Weapons Qualification/Familiarization.** All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
 - (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
 - (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
 - (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
 - (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
 - (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.
- (h) The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:
- (1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed;
 - (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
 - (3) How the contractor will coordinate transportation with appropriate military authorities.
- (i) Prior to requesting arming approval, the contractor will submit to the COR an acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):
- (1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;
 - (2) Verify with USF-I or USFOR-A, as applicable, that no employee has been barred by any commander within Iraq or Afghanistan; and
 - (3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies within 60 days of their arming request. While biometric collection and screening is voluntary, CORs will immediately notify the arming approval authority of any individuals who do not meet this requirement and any arming authorization will be revoked until all requirements are met.
- (j) **Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(k) ***Criminal and Civil Liability.*** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed.

(l) ***Lapses in Training or Authorization.*** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(m) ***Authorized Weapon & Ammunition Types.*** Unless DCDRUSCENTCOM (or a designee) expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) U.S. government Ball ammunition is the standard approved ammunition.

(n) ***Requirements for Individual Weapons Possession.*** All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c) and subsequently authorized to carry;
- (2) Carry weapons only when on duty or at a specific post (according to their authorization);
- (3) Not conceal any weapons, unless specifically authorized;
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
- (5) IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

(o) ***Weapons/Equipment Restrictions and Responsibilities.*** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(p) **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- (2) Failing to cooperate with Coalition and Host Nation forces;
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
- (4) Failing to use a graduated force approach;
- (5) Failing to treat the local civilians with humanity or respect; and
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(q) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(r) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(s) **Quarterly Reporting.** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- (1) The total number of armed civilians and contractors;
- (2) The names and contact information of its subcontractors at all tiers; and
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (d).

(End)

JCC-I/A CLAUSE 952.225-0002 – ARMED PERSONNEL INCIDENT REPORTS (SEP 2010)

(a) (aAll contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) **IRAQ**: Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to USF-I Contractor Operations Cell (CONOC) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report, when necessary to the CONOC at usfic3conoc@iraq.centcom.mil

DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 or Skype: USFICONOC

(c) **AFGHANISTAN**: Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the SCO-A Chief of Operations and the SAR @ USFOR-A (SAR SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-A Chief of Operations in coordination with the SAR will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/ SAR Watch.

(End of Clause)

(End)

JCC-I/A CLAUSE 952.225-0003 – FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (NOV 2010)

(a) (a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder,

or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fv2011.html> (change fiscal year as applicable).

(End of Clause)

(End)

JCC-IA CLAUSE 952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS (JUL 2010)

(a) (a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End of Clause)

(End)

JCC-I/A CLAUSE 952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING (JUL 2010)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-00010.

(End of Clause)

952.225-0008 – SHIPPING INSTRUCTIONS FOR WEAPONS (JUL 2010)

(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of Clause)

JCC-I/A CLAUSE 952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (NOV 2010)

(a) (a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, Body Mass Index (BMI) and symptom survey

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant at the USF-I Surgeon's office. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the Iraq Joint Operations Area. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center (BOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working in food service, water and ice production facilities, shall have current Typhoid and Hepatitis “A” (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees’ vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees’ vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening / diagnosis / treatment / isolation) is available at the contractor’s chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation/Defense Federal Acquisition Regulation Supplement, and FRAGO’s) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

JCC-I/A CLAUSE 952.225-0011 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUL 2010)

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/Postal Services | <input checked="" type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input checked="" type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input checked="" type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input checked="" type="checkbox"/> CAAF | <input type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input checked="" type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Dependents Authorized | <input checked="" type="checkbox"/> Military Exchange | <input type="checkbox"/> None |

Third-Country National (TCN) Employees

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> APO/FPO/MPO/Postal Services | <input checked="" type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input checked="" type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input checked="" type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input checked="" type="checkbox"/> CAAF | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |

- Commissary
- Dependents Authorized
- Military Exchange
- None

Local National (LN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input checked="" type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |

(End of Clause)

JCC-I/A CLAUSE 952.225-0013 – CONTRACTOR HEALTH AND SAFETY (NOV 2010)

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure (NEC Table 352.20). Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

(End of Clause)

952.225-0016 – CONTRACTOR DEMOBILIZATION (NOV 2010)

(a) Full demobilization of contractors and subcontractor(s) in the Iraq/Afghanistan Combined/Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 30 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from Iraq. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from Iraq immediately following contract performance completion or termination.

(2) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq.

Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

(3) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq/Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the contracting officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(4) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for deactivation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(5) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises,

removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(6) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, 52.245-2, and 52.245-5, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq (USF-I) FRAGO's, United States Forces-Afghanistan (USFOR-A) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into Iraq for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the U.S. Embassy Baghdad, to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(b) CENTCOM Contracting Command (C³) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor

compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

JCC-I/A CLAUSE 952.236-0001 – ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (JUL 2010)

(a) (a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) The minimum requirements of United States' National Fire Protection Association (NFPA) 70,
- (2) 2008 National Electrical Code (NEC),
- (3) American National Standards Institute (ANSI) C2, and
- (4) United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations, or upgrades with new magnetic ballasts is prohibited.

(f) The following internet links provide access to some of these standards:

UFC: http://65.204.17.188/report/doc_ufc.html

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008

52.227-17	Rights In Data-Special Works	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008

252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7020	Rights In Data--Special Works	JUN 1995
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2006
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Principal Assistant Responsible for Contracting and shall not be binding until so approved.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of Option start date.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 44 months.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

This clause applies only to CONUS-based labor.

(End of clause)

52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Afghanistan, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Afghanistan, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUNE 2007)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

SEE ATTACHMENT 15

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens,

including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military

treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The (Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEV 2009) (DEVIATION)

(a) The Contractor shall report to the appropriate investigative authorities any alleged offenses under--

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

(End of clause)

252.246-9999 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (DEVIATION) (APR 2010)

(a) Definition. "Discipline Work Group," as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for particular discipline areas.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with United Facilities Criteria (UFC) 1-200-01 for –

(1) Fire protection;

(2) Structural integrity,

(3) Electrical system;

(4) Plumbing;

(5) Water treatment;

(6) Waste disposal, and

(7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrent of the relevant Discipline Working Group.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments**EXHIBITS & ATTACHMENTS****Exhibits**

- A Master Schedule
- B Contractor Weekly Report
- C MoI Mentoring Report
- D Monthly Progress Report
- E Afghan Instructor Progress Report
- F Contract Funds Status Report
- G Accident Report
- H Key Personnel Resumes
- I ACSA Report
- J Orientation Plan
- K Food Service Plan
- L Facility Maintenance Plan

Attachments

- (1) Statement of Work: Mentoring & Training dated 12 October 2010
- 2 Statement of Work: Logistics Support dated 12 October 2010
- 3 Government Furnished Equipment/Property List
252.225 GFE/P List 2
- 4 AR 600-85
- 5 CENTCOM Regulation 415-1 "The Sand Book"
- 6 General Order 1
- 7 TB MED 530
- 8 DD254
- 9 Sample Technical Guidance Letter
- 10 TB MED 593
- 11 Fuel Consumption Statistics
- 12 Quality Assurance Surveillance Plan

References

- I DAR Tracking No. 2007-O0010
- II USFOR-A FRAGO 09-206
- III USCENTCOM POLICY AND DELEGATION OF AUTHORITY FOR PERSONAL PROTECTION AND CONTRACT SECURITY SERVICE ARMING OF DOD CIVILIAN PERSON
- IV MODIFICATION TO USCENTCOM CIVILIAN AND CONTRACTOR ARMING POLICY AND DELEGATION OF AUTHORITY FOR IRAQ AND AFGHANISTAN
- V MODIFICATION 3 TO USCENTCOM CIVILIAN AND CONTRACTOR ARMING POLICY AND DELEGATION OF AUTHORITY IN IRAQ AND AFGHANISTAN